contract to furnish them with continuous electric power. The defendant company sought to excuse themselves by showing that the interruptions in the service were due to the inability to obtain proper insulators owing to the war, and that they made diligent effort to, and did procure other insulators as soon as possible. *Held,* that the plaintiff should recover. *Coal District Power Co. v. Katy Coal Co.* (1920, Ark.) 217 S. W. 449.

The defence set up in the instant case is that usually known as impossibility of performance, but more accurately described as greatly increased difficulty. See Corbin, *Discharge of Contracts* (1913) 22 YALE LAW JOURNAL, 513, 519; (1918) 27 *ibid.*, 953. Anything short of absolute physical or legal impossibility is usually held an insufficient excuse, and the court reached that result here by construing it as a contract to furnish electricity at all events. For a discussion of impossibility with respect to war contracts, see COMMENT (1919) 28 *ibid.*, 399.

CONTRACTS—SURETY BOND TO SECURE PERFORMANCE—LABORERS AS THIRD-PARTY BENEFICIARIES.—The defendant company executed a bond to the state to secure performance of a contract for building a highway. The bond was conditioned on such performance by the contractor, and also, in a separate clause, on payment by the contractor of every laborer employed. A laborer who had not been paid by the contractor brought suit against the surety on the bond. *Held,* that no one other than the state can maintain suit on the bond. *Fosmire v. National Surety Co.* (May, 1920, N. Y. Ct. App.) not yet officially reported.

In two similar cases the Supreme Court of Ohio has lately held that laborers and material men can maintain suit on such bond as the intended beneficiaries thereof. See COMMENTS, *supra,* p. 914.

DEEDS—DELIVERY—DESCENT AND DISTRIBUTION.—The grantor owned farm land and certain lots. Several years before his death he and his wife executed deeds, conveying to each of his children a remainder in equal parts of his property, excepting one, to whom he conveyed a life estate with remainders in her brothers and sisters. Each deed recited that it was not to take effect during the life-time of the grantors. The grantor then delivered the deeds to his attorney and directed him to deliver them at his death to the respective grantees. After his death the daughter to whom he had conveyed a life estate brought a bill for the partition of this real estate, alleging that the grantor had died seized of all the real estate and that it had descended to his heirs at law. *Held,* that there was a good delivery of the deeds and the estate of which the grantor died seized was not an estate of inheritance. *Bullard v. Sudmeier* (1920, Ill.) 126 N. E. 117.

For a discussion of the validity of such delivery and of other similar recent cases, see COMMENT (1920) 29 YALE LAW JOURNAL, 549; and Ballantine, *Delivery of Deeds in Escrow* (1920) 29 YALE LAW JOURNAL, 826.

EQUITY—QUIETING TITLE—CONTRACT TO RENEW LEASE.—The plaintiff had leased mining land to the defendant for a period of thirty years, the lease containing an option to renew for a like period upon certain conditions. Suit was brought five years before the expiration of the first term to have the agreement to renew cancelled, on the ground that the conditions precedent to the defendant's privilege to renew had not been complied with. *Held,* that the agreement to renew did not constitute such a cloud on the title as equity would remove. *Elkhorn Valley Coal Land Co. v. Empire Coal & Coke Co.* (1920, App. Div.) 181 N. Y. Supp. 132.

The decision was based on the ground that the record of the lease was not constructive notice to subsequent purchasers of an incumbrance. It is difficult to see from a business stand-point how such a power, valid on its face, would not constitute sufficient danger of a cloud to give equity power to act. See,